

**MINUTES - Asset Maintenance
Liaison Subcommittee Meeting #51**

**Friday, March 31, 2017
Go To Meeting**

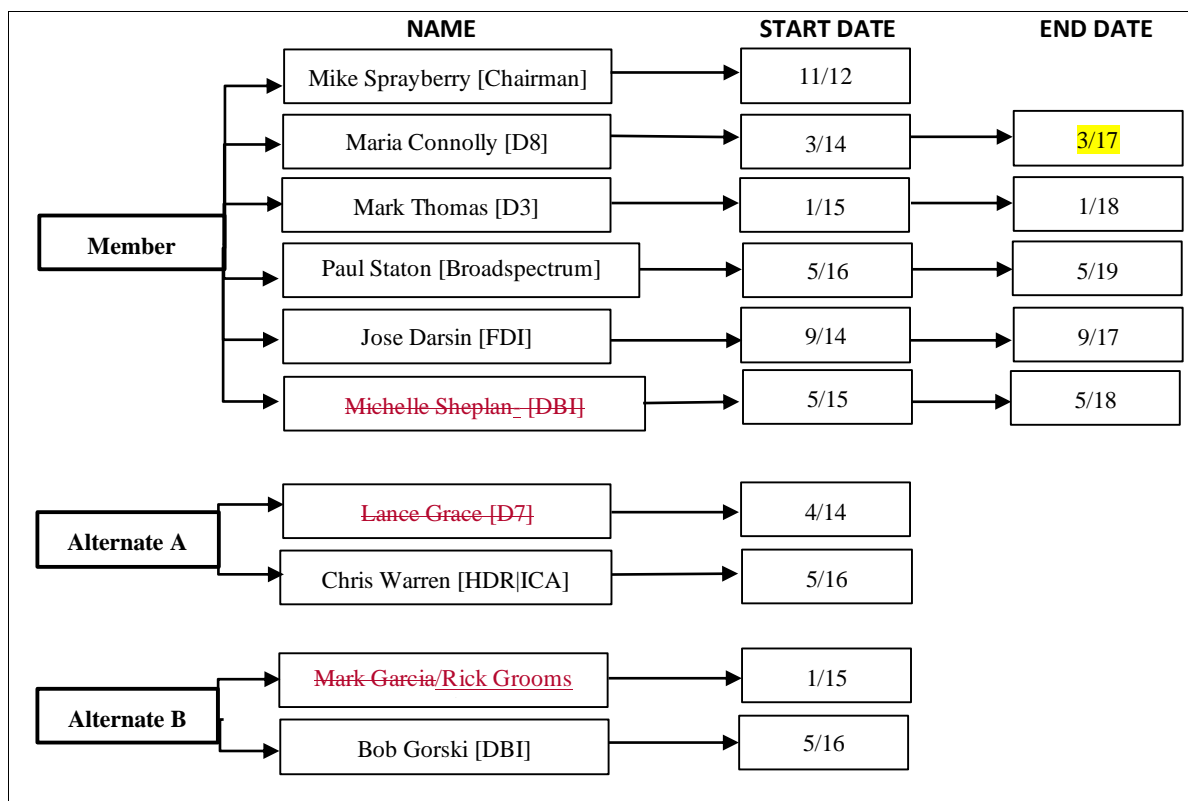
Team Purpose:

Members are to review, research, analyze, and discuss topics associated with the Department's Asset Maintenance Program. The Team will develop recommendations and make decisions for Program improvement or change.

Team Rules:

1. Discussion issues and agenda topics may come from any source and be brought to the subcommittee by a Team member.
2. The Subcommittee will meet monthly.
3. Before each Liaison Committee Meeting, the Team will prepare a summary document of the status of all issues discussed since the last Liaison Committee Meeting. This summary document will be circulated via e-mail to the frequent Liaison members prior to the Liaison meeting where the summary document will be discussed.
4. The Subcommittee shall be composed of the FDOT State Contracts Administrator (currently Mike Sprayberry) as lifetime Chairman plus 5 Team members (two from FDOT, three from industry). Team Member factions (Industry and FDOT) shall serve on the Subcommittee for a maximum of 3 years. Alternate Member factions have no term limit as an Alternate. FDOT members must be employed by FDOT and industry members must be employed by a company that has at least one active AM contract in Florida.
5. Each faction will assign a primary and secondary Alternate Member to step in for absent Members when needed. Alternates may attend the Subcommittee Meetings as silent participants.
6. Agendas will be circulated to the Alternates and all Members at least 48 hours before the meeting. Minutes will be circulated to the Alternates and all Members within 1 week of the end of the meeting.
7. If a Subcommittee Member plans to be absent from a Subcommittee Meeting, the Member must first attempt to contact an official Alternate Member of same faction as a replacement. If no alternate is available, the absent Member may send a delegate of his/her choosing. If no replacement has been identified by the time the meeting starts (or the Member was an unexpected no-show), a silent listening Alternate of either faction may substitute if available.

8. The Subcommittee has the authority to assemble task teams and sub-subcommittees that report to this Subcommittee and may assign tasks and projects to these bodies.
9. The rights to Membership and Alternate seats are held by Companies/Districts, not the individuals named. Thus, if an individual voluntarily resigns, that individual's Company/District may select another individual from same Company/District as a replacement to finish out the term of that seat. This does not apply if the individual is dismissed from the Subcommittee or reaches seat term limit; in that case, the Company/District loses their seat. Dismissal decisions shall be at FDOT Director of Maintenance and AMOTIA Director levels.
10. It is allowable to have guest listeners. Anyone may submit a request to the chairman to listen in on a particular meeting. The number of listeners that can be approved for any given meeting is line capacity minus 11. Request will be granted on first-come-first-serve. Listeners should be silent during meetings.



Awaiting response from Peter on 2 BDis. Mike sent email to Peter mid-March.

Chris Warren substituted as a Member for Michelle. Rick Grooms substituted for Mark Garcia, who will no longer be on the Subcommittee.

Ask for new Alt B at DME meeting Tuesday

Discussion Topics

1. Liaison Meeting in May



Recs-Decs for Liaison
October 1 2016b.doc

2. Review of Assignments

ACTIVITY 1 (Priority 3): The Team needs to research options related to evaluating MRP on non-traditional places (underpasses, bridges, ramps). Need to analyze if this could be done in normal way or with safer windshield-type surveys. Also, study if we should rely on points to fall randomly on these areas by simply including the areas within the population pool, or have a specific routine that generates X points in these areas.

Mike to summarize performance data from TX and send summary and full doc to team for review.

No progress.

ACTIVITY 2: Analyze and discuss ideas and possibilities of developing performance measures for bridges that are based on some sort of inspection ratings like Sufficiency Ratings or Element Rating (or other rating). This will be done via a sub-subcommittee.

Update on Team progress:

First meeting held. Looks like Team is energized and ready to discuss.

Aran will send Mike short summaries of meetings after each meeting, then Mike can include in the agenda.

Notes from previous meetings:

Members are:

1. Aran Lessard (chair) – FDOT D8
2. Richard Kerr – FDOT OOM
3. John Clark – FDOT OOM
4. Ed Kestory – FDOT D5
5. Jim Jacobson – FDOT D7/D1
6. Robert Little – Industry, DBi Services
7. Annette Guidice – Industry, HDR|ICA
8. John Matthews – Industry, Florida Drawbridge

Maria envisions the team developing performance measures with the new BRM in mind and have Richard & John be more of the confirmers of if it will work or not.

Some ideas so far:

1. Maybe bridge performance measure could offer changes to incorporate incentives.

Aran should give a progress/update every couple of months either in-person (over phone at the Subcommittee Meeting) or by a prepared statement.

Aran's presentation of obstacles and advantages of performance measures on bridges.



Bridge Performance
Measures (Subcommi

SPIN-OFF ACTIVITY 3: Discuss what do with the six outstanding items from the results of the “MRP shortcomings” study.

Vegetation/Aesthetics

1. Fence: Vegetation on or in the fence should have some consequences if it doesn't match the surrounding landscape or is affecting the performance of the fence.

➤ AM Subcommittee response: **We will analyze via "Other Requirements/Fates" task.** {ACTION: This item has conflicting notes as to its final fate. The Subcommittee must readdress}

Need to have internal FDOT discussion first to see what we want as a department.

Discuss further.

2. Roadside mowing: incidental trimming area, sign post and other items like poles they can get by without weed eating around them but due to the amount of area it will not fail.

➤ AM Subcommittee original response: **We should recommend that MRP Task Team review the issue. We should verify if procedure/mowing guide says we should do it, then \$500 would apply. Overall, it seems like a limited issue and if this was abused by AMC, then we can address further in that specific case.** {ACTION: The Subcommittee needs to discuss to determine if resolved}

AM Subcommittee revised response: Citing the Scope & Specs concepts of maintain things "uniformly", failure to trim in small incidental areas would be a violation of Scope and Spec. In addition to deductions, if this was abused by AMC, then we can address further administratively in that specific case. Resolved – no action. – report to Liaison.

Traffic Services

1. Striping reflectivity: use annual mobile reflectometer readings in addition to MRP reviews (process under way)

➤ AM Subcommittee response: **This is a current requirement to retroreflect-test all or some lines each year. Current thinking is FDOT is not yet ready to 100% rely on results from mobile retroreflectometers for performance measuring purposes.** {ACTION: We need to look into what we are going to do with the numbers collected. Also need to figure out what the minimum number is. Good visual inspection is likely 120-150.}

Good thought is to consider automated vehicles and how reflective markings must be for the systems to work. Mark Garcia can provide information on retroreflect readings as he has currently some perf contracts using MRUs. The Team stressed that this is important topic and the agency needs to look to future on this topic. Let's keep on Agenda to stay abreast and ensure the issue is progressing with the agency and we need to push to be sure someone from maintenance is at the table.

2. Pavement symbols at intersections are very seldom evaluated

➤ AM Subcommittee response: **This is a good point and is true due to randomness of MRP. However, may not be a need since initially no one on the Team reported problems with substandard pavement symbols. However, since initial survey, some on the Team now report some issues at intersections.** {ACTION: We need to discuss this item to determine if we need to do more}

Transvers Marking may be even more of an issue since MRP does not address.

UPDATE: Looks like a new transvers markings MRP criteria has already been developed and studies and will be implemented in July! More to come...

3. High mast light maintenance

➤ AM Subcommittee response: **This is definitely not MRP as it would take far too long and too much effort. This is also not inspected as a part of structures inspection. After we suggested a study to see if we should put in Procedure, research revealed it is already in Section 8.1 of Roadway procedure. It says each District must have a maintenance plan and annual inspection is required and annual lower/test. {ACTION: We will further discuss for incorporation into AMPER and maybe develop deducts for Scope}**

Miscellaneous Maintenance Items

1. Other Department assets within the boundary of an AM contract but do not have a designated roadway section ID. Example is roads adjacent to or underneath bridge structures within the Department's ROW or unpaved roadways leading to a pond or other asset.

➤ AM Subcommittee response: **Forward to MRP to handle. {UPDATE: This is an ongoing Activity in AM Subcommittee meetings under the "windshield survey" item} {ACTION: Discuss to see if we still need to send to MRP Team }**

ACTIVITY 4: Active List of desired and/or planned AM Scope Changes. This list will remain here until Scope is changed or decision made to not make change.

Mark Thomas will continue research on the 1980s lawsuit on Nav Lights and report back to team. D3 & CO Legal are researching the matter.

Tracking of suggestions:

- **Rearrange where things are to make easier to read/more flowing (Mark develop a rearranged version and presents it here for our review: [Mark] Mark says:** I present to you for your review an 'improved' version of the current language in the AM scopes that I would classify as cosmetic in that all of the original language is in there. You will see language inserted in light blue that aids in making the sections appear uniform but don't add anything to the boilerplate language. You will find a Table of Contents with hyperlinks to take a project manager to specific parts of the contract relevant to the topic they search from. I understand from Kim once you are in a section and want to return to the TOC, just hit Control Home keys. I mention the word cosmetic because as a project manager, it is possible to miss specific data related to a contract issue of not all pertinent parts are located within one area. Kim generated a complete scope and then moved all the parts around to flow better and make it easier

to manage the contract. I hope you will have time to review before our next meeting to discuss. My thanks to Kim Toole for putting this all together in a manner that I believe benefits contractors and department personnel equally.



MAKEOVER11-4-16
ScopeDocumentFacto

Team is to review this document and be ready to discuss ideas next meeting.

- Table of contents with internal Hyperlinks [Mark]
- Always have Page numbers [Mark]
- Rewrite the reimbursement section [Legal]
- Need to address per day deducts (see Activity 10) [Chris]
- Address mobilization (time from contract Execution to NTP is too short) [Chris]
- Changes/updates to Scope to be maximum each year synced with Spec release, but could be as often as 6 months [Mike]
- Navigation lights – many ladders have been removed that access nav lights, thus hard to reach now. 1 hour fix time seems very difficult to meet. 2 hours would be more reasonable. However, the 1 hour may have come from lawsuit in 1980s. We checked with Coast Guard on requirements and Coast Guard is unaware of any time requirements for fixing broken lights in Code of Federal Regulations. Maybe we need two standards? One for fenders and one for overhead. Also we discussed possibility a different standard for if just one nav light is out vs. if all of the nav lights are out – much more urgent if all are out. – UPDATE: Coast Guard say no timeframe – some suggest ok with changing to 2 hours instead of 1 – REPORT: After research we discovered that the requirement is already 2 hours, not 1 hour. **Since already 2 hours we will keep at 2 hours.** But should nav lights are part of highway lighting or bridge maintenance? They show up in lighting outage reports. If scope is currently written to not include maintenance of bridges, the nav light PMs are omitted from scope. **The Team decided we would like to keep nav lights as a part of bridge maintenance, not highway lighting.** Of course a district could write other unique language for odd cases.
- Bridge section really breaks out types of work, but HMLP and OHSigns do not. Let's look at that and propose improvements. [Kelley Hall/Mike]
- Mast arms to not have a section and should. [Mike]
- Lighting Option still references a Highway Spec – need to remove

Tracking of confirmed changes that will be done:

1. Clarify PE requirements. Split 2nd paragraph of Scope Section 1.4 into two paragraphs to be clear that the Contractor's Project Manager does not have to be a Professional Engineer.
- 2.

Notes from previous meetings:

Paul has completed his task to add to the Liaison Agenda a discussion on the hurricane language and what work/did not work since it was tested recently really for the first time.

Coast Guard reported there are no rules/requirements for timeliness for nav light repair.

Turns out our requirement is at two hours currently so we will keep that.

We will plan to keep this PE clarification here until scope changes. We will morph this Activity into an ongoing list of Scope changes.

Scope calls for PE in responsible charge. How is industry handling that? TME said they treat as-needed – PE does not need to run job. Chris says their PE is on org chart. Mike pointed out that AM Scope language intends to say “must have a PE ready to action when needed, but does not need to be an employee” and “Project Manager (PM) has to be great and instill public confidence” but the PE & PM can be different folks.

ACTIVITY 5: .

ACTIVITY 6 (Priority 1): Sprayberry is to analyze and condense the “other” requirements used by Districts on AM Contracts and present a report to the Team. First step is to prioritize. We should try to have 16 analyzed by next Liaison. For these recommendations, vet through AMOTIA (2 week review timeframe) before sending recommendation to Liaison.
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All Districts - Other
Contractual Requirem

If you have not completed your assigned write-up to develop Option language, complete by next meeting.

Mike will take lead to review these and bring comments to the Team. No progress.

Several submittals received, including:



Re REMINDER -
Liaison Subcommittee

Team discussed Permits and Lance will propose standard language. One tough consideration is do we use Statewide standard or can District have stricter standard. Mike will speak with Permits folks in OOM and report info to Lance.



RE MINUTES to
today's Subcommittee



RE MINUTES to
today's Subcommittee



RE MINUTES to
today's Subcommittee



RE MINUTES to
today's Subcommittee



RE Please
investigate.msg

Notes from previous meetings:

Remaining item of business is development of standard option language for Fate 2s.

The team asked for volunteers to try to develop the standard, optional performance language for each of the Fate 2s. The volunteers, along with their assigned topic are show here:



Fate 2s Olly With
Task Volunteers.xlsx

You can find more details in the Word file attached a few paragrpahs below. That file has the original language that a District used in an AM Contract along with some SubCom notes on a few items.

All FATE 1s have been placed in Scope that was sent out for review (except the MRP one which will be located in the Options, yet still appear in all AM contracts). Mike met with Rudy and all FATE 4s kept their status as we will not be allowing these topics to be placed into AM Contracts.

Fate determinations were completed by this Team and have been presented to DMEs. Feedback from DMEs is shown below in Excel fill and will be discussed. We need to determine implementation plans and specifics to modifying language.



Review of All
Districts - Other Cor



AM Other Cont Req
FATES w DME input

Team, agrees exact wording from #8 MRP Points goes into scope. Other changes/note from original document are shown here:



Other Contractual
Requirements - FATE

ACTIVITY 7: Discuss proposed and desired changes to version 2.2 of the AMPER. Maintain list of changes (marked as proposed or accepted) here. This will stay on Agenda until AMPER 2.2 is published.

Over time **send edit suggestions to Jean and Mike.**

List of suggestions to be discussed:

1. Can we included spellcheck? [D2-Curls]
2. Compliance Indicators for Guardrail Inspections and Maintenance, Crash Cushion Inspection and Maintenance and Sign Inspection and Maintenance sections (Critical Requirements on page 4 of 9) are set at 90% of reviewed items must meet requirements. The Scope is silent on this % thus it is 100%. The suggestion is to leave the % flexible in the AMPER so that Scopes could be written with different %. [D2-Curls]
 - Team Analysis: We recommend Scopes are all written the same with the 100% requirement. If a Scope was written with different requirement in the Other Contractual Requirements section, then instead of a flexible % in AMPER, the AMPER user should marking these as “N/A” and then using Section D) Project-Specific to evaluate those items at the Scope-defined

% The Team agreed that we don't want the 90% in AMPER to be flexible. Should be standard in Scope & AMPER.

3. Some pointed out issue with duplication in Scope for deducts and duplication in AMPER for Non-Compliances.
 - Analysis: Mike stated duplications should be ok as long as clear – they are a tool to put extra emphasis on particularly important items, or items Districts want to draw attention too. This could be a tool used in the User-Defined Performance Indicators too.
4. In B) Safety Features, highway lighting says “more than 2 consecutive surveys” but it should say “2 consecutive quarters” to match procedure.
5. Could you please adjust the cells at section V notes/comments so I can printed it successfully ,right know when I write a lot in that section it cuts off still [D8-Barekat]
6. Under page 4 crash cushion inspection& maintenance, can we add a dead line for contractor to submit the completed inspection forms [D8-Barekat]
7. [D3-Toole]



AM CONTRACT or
AMPER DISCREPANCII

8. [D3-Toole]

SIGN INSPECTIONS &
MAINTENANCE

1		Ground Sign inspections performed within last 2 years (no delinquent inspections).	NO KNOWN DEFICIENCIES	Sign inspection report was due in December 2019 was turned in on time. Next report is not due till December 2020.
2	16 Signs	90% of the Quality Assurance Field Reviews described for this Indicator show zero errors, omissions, or unreported deficiencies. If any QA Field Review suggests that an inspection was not actually performed, or otherwise reveals a grossly inadequate/incorrect inspection, mark this Indicator as "Does Not Meet".	NO KNOWN DEFICIENCIES	There were no QA Field Reviews for this grading period. Next report due December 2020.
2	16 Signs	100% of Ground Sign deficiencies from 2 year inspection report corrected within 30 days of identification.	NO KNOWN DEFICIENCIES	There were no QA Field Reviews for this grading period. Next report due December 2020.
3		Sign deficiencies from incidents corrected/repared within 1 business day after identification for permanent regulatory and warning signs. For other sign types, temporary signs installed within 7 days after identification	PERFORMANCE MET	There were 7 sign deficiencies from incidents this grading period and all were corrected/repared within allotted time frame.

Why is this just the ground sign inspection? This should include reflectivity inspection.

9. Remove references in detail sheets to frequency of structure inspections (60 months for HMLP, 2 years for mast & sign structures) so they will apply to more situations. [D1-Loeser]
10. ...

Tracking of confirmed changes that will be done:

1. Perform results of this original Activity (non-RFP & non-Scope Docs) detailed below.
2. In reference to Sign Inspections, the AMPER includes the bi-annual Ground Sign Inspections; however, it does not take into account the annual Reflectivity

Inspections. We suggest creating a separate category for the annual Reflectivity Inspections. The AM Scope is ok; the issue is on the AMPER. [D2-Curls]

- a. Team analysis: We agree the AMPER should be changed to reference all Inspections, not just the 2-year ones.

1		Ground Sign inspections performed within last 2 years (no delinquent inspections).
<u>1</u>		<u>Retroreflectivity Ground Sign inspections performed within last 1 year (no delinquent inspections).</u>
2		90% of the Quality Assurance Field Reviews described for this Indicator show zero errors, omissions, or unreported deficiencies. If any QA Field Review suggests that an Inspection was not actually performed, or otherwise reveals a grossly inadequate/incorrect Inspection, mark this Indicator as "Does Not Meet".
2		100% of Ground Sign deficiencies from 2-year <u>each sign</u> inspection report corrected within 30 days of identification. <u>(contingent upon procedure review)</u>

We need to look at procedure and update it as it pertains to 30 day fix requirement for failures, especially for non-common signs.

3. ...

Notes from previous meetings:

Mike sent out notification to DMEs in September to submit AMPER changes because 2.2 is in the works.

The Team chose to keep this Activity on agenda until AMPER 2.2 is published. We will show updates as we progress.

Michelle sent Liaison Minutes and they did not specify when the changes will be made to AMPER.

Team chooses to go ahead and create AMPER 2.2 to incorporate this and a couple of other AMPER improvements. Kim from D3 has a few AMPER changes too.

Await Liaison Committee Minutes from Michelle to confirm that we are going to wait until next natural update of AMPER to make this change. Some thought they remembered this, but we will confirm with minutes.

Michelle to send out minutes this week.

Discuss specifically what AMPER means by “non-RFP & non-Scope Docs” and the intent of “Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER”.

After discussion, the Team is proposing to change the AMPER language to what is red-lined below.

AM Scope language:

DEPARTMENT POLICIES AND PROCEDURES		
Deficiency Identification	Time Allowed/Criteria	Deduction
Violation of any Department procedures, policies, guides, or other contract document, excluding Technical Proposal	Immediately upon discovery of violation	\$1,000 per occurrence of violation
CONTRACTOR’S TECHNICAL PROPOSAL		
Deficiency Identification	Time Allowed/Criteria	Deduction
Deviating from any promises, guarantees, statements, claims, or other assurances made within the Contractor’s original Technical Proposal	Immediately upon discovery of deviation	\$5,000 per occurrence of deviation

AMPER Language:

TECHNICAL PROPOSAL COMPLIANCE	<table border="1"> <tr> <td data-bbox="683 184 781 325">3</td><td data-bbox="781 184 1468 325">Contractor has adhered to all claims, promises, statements, guarantees and other assurances submitted in the Contractor's technical proposal.</td></tr> </table>	3	Contractor has adhered to all claims, promises, statements, guarantees and other assurances submitted in the Contractor's technical proposal.
3	Contractor has adhered to all claims, promises, statements, guarantees and other assurances submitted in the Contractor's technical proposal.		
COMPLIANCE WITH RFP, & SCOPE OF SERVICES, & ALL CONTRACT DOCUMENTS (except Technical Proposal)	<table border="1"> <tr> <td data-bbox="683 325 781 619">3</td><td data-bbox="781 325 1468 619">Contractor is in compliance with all RFP, and Scope of Services, Procedures, Specs, Manuals, Handbooks, and other Contracts Documents contract requirements or approved modifications. If the deficiency was procedure-related, Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER.</td></tr> </table>	3	Contractor is in compliance with all RFP, and Scope of Services, Procedures, Specs, Manuals, Handbooks, and other Contracts Documents contract requirements or approved modifications. If the deficiency was procedure-related, Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER.
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COMPLIANCE WITH NON-RFP & NON-SCOPE CONTRACT DOCUMENTS	<table border="1"> <tr> <td data-bbox="683 619 781 854">3</td><td data-bbox="781 619 1468 854">Contractor has followed and is compliance with all Procedures, Specs, Manuals, Handbooks, and other Contracts Documents. Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER.</td></tr> </table>	3	Contractor has followed and is compliance with all Procedures, Specs, Manuals, Handbooks, and other Contracts Documents. Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER.
3	Contractor has followed and is compliance with all Procedures, Specs, Manuals, Handbooks, and other Contracts Documents. Mark this Indicator "Does Not Meet" even if the deficiency is reflected elsewhere in this AMPER.		

Sprayberry will circulate this proposed AMPER change at DME meeting to get opinions and suggested action. We will present DME discussion to this Team in April meeting and also discuss when the change is to be made (release a new AMPER or wait until next scheduled release).

ACTIVITY 8: Sprayberry will investigate a possible Fed program involving sponsorship of interstates in researching is we can install “Blue Sign” indentifying “FDOT” and the AMC maintaining the road, along with contact numbers for AMC. Sprayberry to report on why would these signs be different than constriction signs that identify the contractor. Sharon warned that when speaking with Traffic Ops, do not use the phrase or call it “sponsorship” when talking about the “Blue Signs” indentifying Maintenance responsibility.

No progress.

Notes from previous meetings:

Maria sent pics of ID sign.

I-75/Alligator alley (on D1 west side) has had a sign like this (with a phone #) for more than 7 years. DBI spoke with Sharon (D1) early on about this idea. Check with Sharon. Check D4 presentation.

Jim called, but Sprayberry has not yet gotten back in touch. Jim is having difficulty getting prices, so Todd suggested Sprayberry ask for ballpark figures.

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Bob spoke with Todd & IT department about the *FHP concept. There is a big cost difference to do 3 digit instead of 4 digit. Bob will get Jim from IT (vice president) to call Sprayberry to discuss.

ACTIVITY 9 (Low Priority): Incentive for Open Roads policy/opening lanes faster/maybe lanes usage reports.

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Notes from previous meetings:

The spin-off task to hold a sub-committee to discuss performance measures for bridges has been created as ACTIVITY 2. Maybe bridge performance measure could offer changes to incorporate incentives (This statement added to Activity 2, the PM of Bridges Activity).

Mark Thomas was originally selected to spearhead a sub-subcommittee to investigate the idea of performance measures for Sufficiency Ratings or Element Rating (or other rating) on bridges. Maria volunteers Aran to lead this assignment instead of Mark Thomas.

When this sub-sub gets going, OOM Bridge section wants Richard Kerr and John Clark invited to first meeting so they can then determine which of them will be best to become a member. Also, we would like Jim Jacobson in D7 to be on team as well as to provide valuable insight and info.

We will move this item into a new Activity Slot.

Contacts have begun. Maria spoke with Aran and he had some really good ideas how we could incentivize with periodic maintenance that can extend bridge life.

Some ideas from Liaison Mark suggests tying incentive to Sufficiency Ratings on bridges (a single number per structure). May be difficult because Functionally Obsolete is a factor. Or could even have some performance measure for each Rating of each Element of a bridge. Maria

volunteered Aran Lessard to be a member of sub-sub. Several in industry spoke up to say they would help and it is a good idea.

Jose further suggested an incentive idea for when 5 year inspection timeframe is required, yet AMC does it in 2.

Some ideas from Liaison:

- 5% bonus for exceeding performance measures (Texas)
- Base incentives on results from QA/QC program
- Base incentives on data reflecting reduced crashes for completed projects

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Jose presented his paper on RISC for AM and gave a great summary. Maria indicated working great on Turnpike. Mark thought difficult to control this since FHP controls when we are allowed to clear lanes. Incentive must be large to even consider. Overall does not seem feasible, but will keep open for future ideas.

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Brainstorming Ideas:

- Apply to timeliness of Guardrail and anything safety that has a time factor.
- Maybe apply a better-than-minimum MRP bonus for just the safety items like striping, RPMs, guardrail.
- Apply for increased response times for incidents – RISK has incentives for Opening Roads.

ACTIVITY 10 (high priority): Sprayberry is to look through the AM Scope for performance measures that have per day deductions based on timeliness and convert to one-and-done deducts, or propose a change so that time is not counted for the period between when the Contractor claims work is complete and when the DOT discovers the work is not correct or complete (currently the clock runs straight through from claimed completion to DOT discovery). We may not need a change in cases where contractor can control such risk by performing work promptly, early, or proactively.

Mike to work on and be sure to recommend changes and ideas to this Group.

Here is the list of all “Per Day” deductions:



List of all 'Per Day'
Items in AM Scope.doc

Notes from previous meetings:

Jose suggests we look at the “per occurrence/no time to cure” concept to see if it’s fair.

ACTIVITY 11: Analyze the possibility of a “startup mode” at contract beginning where we give AM Contractors an opportunity to get rolling/mobilized. This would be linked to no or reduced deductions for certain specific performance measures/activities at the very beginning of contract.

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Notes from previous meetings:

List of activities which might need a buffer (mobilization time) before deducts and/or performance measurements occur:

- Brazilian Pepper issue could be option with pick time to fix
- Sound wall cleaning/painting
- Fence cleaning (clear vegetation in front of fence and within fence)
- Pipe desilting
- Low shoulders

Idea: look at last 4 or so MRP periods to get average or some calculation that determines how long we will defer deducts for that Characteristic – Had some good feedback from Team on this, but cautioned that we need to also look beyond MRP.

An outside Industry member offered some comments:



Activity 11 from
Agenda Request for

It’s our understanding that at least three of the four items mentioned were identified in the RFP and a time line for completion made very clear, so every proposer knew what the expectation was. This is probably the best way to address specific issues like

this. Interestingly enough, in some cases this items didn't really have a direct impact on the MRP (although the pipe desilting would/could).

A couple of things to consider:

- The important thing is that a specific issue must be identified in the RFP, not after award date.
- When identified and a time frame addressed in the RFP, the system seemed to work. Where things become an issue is when a failing asset is not specifically addressed in the RFP (say such as system wide low shoulders which are both time consuming and expensive to correct) and there is an almost immediate expectation that they be corrected (or otherwise receive poor/failing MRP scores). We believe that this scenario can be addressed with a with a "fix by" date designated in the RFP. However the key is to identify and address in the RFP – not upon award.
- Different districts will view things differently and you ultimately have eight policies at play across the state (nothing standard). Perhaps consider a general provision in the language of the RFP addressing historically bad MRP characteristics and providing a "fix by" time frame for the failing asset. This should be limited to characteristics that legitimately require a lot of time to correct. This would standardize situations like these, and reduce subjectivity between Districts.
- Other states use a baseline. In this case, the baseline indicates the minimum requirements at the beginning of a project (and may increase over the duration). If the baseline is low, then the Department may not get the 70/75/80 MRP scores that they are looking for in a timely manner.
- In a situation where the start/end date of a contract is such that it is impossible to get three cycles in the FDOT fiscal year, then perhaps a "cycle year" could be implemented that does not directly coincide with the Department's fiscal year. Also, the Department could consider not counting less than three cycles at the beginning of the contract that does not coincide with the Department's fiscal year.
- Less than three cycles at the end of a contract could be allowed in the event the contract is renewed, with the less than three cycles being considered in the renewal.

Jose suggested creating an AM Standard Option to identify certain activities that get a waiver for certain time.

Mark mentioned District discretion could be used to give allowances for this. Mike & Michelle pointed out this may be inconsistent across Districts and could be inconsistent for bids.

Maybe roll converted activity from above (Review process for Implement Changes in policy and procedure) into this one – see if can combine.

By stating a “fix by this time” in Scope, that works well.

Paul gave good idea that this can be in Tech Proposal as best value.

Mark suggested maybe add section in RFP to describe how Bidders will handle mobilizing and starting up. Maybe add as a standard choice in RFP chart that the District can have option to check and assign point value to it.

Of the issues detailed below, the #2 issue (non-MRP performance measures) is by far most concerning. MRP not such big deal.

Bob sent existing baseline idea text from VA/GA/TX.

There are two issues here: 1) MRP is terrible at start of contract and there is no time to bring up to standard within one year to avoid deducts. 2) There are specific non-MRPish items that will take a few years to fix, but have immediate performance measures. Some notes on each issue:

- 1) Current procedure handles slightly in cases of offset MRP (can't do full 3 MRP cycles in the Fiscal Year), but no accommodation for poor baseline scores or for if all 3 MRP periods can be done. One idea is to compare failing scores to the pre-contract baseline to see if improvement of x% (or whatever) was made. Another is to just waive first year deducts and retainage.
- 2) Top idea is to do it like a recent AMC that outlined a known problem and the scope required that a target or standard must be met within a certain timeframe (3 years or 5 years or similar).

Michelle stated that she liked the #2 idea above as it was used in a recent AMC.

Bob volunteered to get existing baseline idea text from VA & maybe GA & maybe TX and provide to Mike to circulate before next meeting.

Jose suggested an incentive idea for when 5 year timeframe is required, yet AMC does it in 2.

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Not a good idea to give two years to get things in order - they at least need to show/demonstrate they are trying to get things in order.

Presented idea of waive all deducts for year 1 and in exchange, all deducts are double in last year. Very little response/comment on that idea. At least one industry did not like. An idea like this may tie into Activity 12 (handover requirement)

Good example is invasive species – give a planned time to resolve rather than expect it all done on day one. Mark suggests go ahead and levy all deducts as normal (as retainage) but offer a way to get refunded if complete by certain time.

Bob points out there are many things that could be substandard on day 1 that could result in substantial deducts.

Mike suggest maybe put section in RFP for bidders to give times to fix know issues, and this could be evaluated/rewarded by Tech Proposal evaluators.

Jose suggests this can be an incentive opportunity.

ACTIVITY 12: Analyze the concept of including an end of AM contract transition plan which may include a required end of contract condition state. This has been analyzed/discussed twice before with “do nothing” results. We will start by reviewing the old end-of-contract plan we had previously written.

The Team will rely on Industry to keep this moving if they want this.

Notes from previous meetings:

Here is the Old Proposed Plan from 2011:



End_of_Contract_Transition_Plan.docx

Mike hears that this is becoming more and more of an issue. Would like for AMOTIA to discuss and identify cases where AM Contractors have neglected duties at end of contracts.

Industry presented some concern that End-of-contract (EOC) plan could be used to get lots of extra things done. A lot of thought has to be put into this before implementation.

Mike read (paraphrased) the proposed plan from 5/6 years ago. Industry pointed out that the idea of the old contractor sticking around beyond contract time is not good idea – Sprayberry pointed out DFS also would not like this either. This means if deficient project would be left as is with some consequences to old contractor for not meeting EOC criteria.

D4 used an idea where the RFP requires a write-up on how bidder would close out contract at end. To enhance this idea, the contract could maybe have unique consequence for failing to meet EOC plan proposed in RFP.

Maria favors withholding money of last year or two as a pot-o-money to give back at end if EOC is met.

An idea is to have the incoming contractor walk with FDOT to do EOC punch list.

The previously developed plan basically held back a % of invoices for last two or so years of contract for a pot of money. Then at end of contract, if all things meet, give back to contractor. If not, give to next contractor. That was the idea – not sure if actually doable.

Maybe and added value opportunity. Some concerned we have no guarantee that area will left in good shape. Maria suggest a hold back of funds.

Mike sent old idea to the Team via e-mail.

<p>ACTIVITY 13 (low priority): Resolve the issue of AM Contractors’ responsibilities concerning special events. How can FDOT fairly create the requirements that AMC must “clean up” or “make especially aesthetically pleasing” or “perform extra cycles” in advance of special events or “handle MOT & execution” during the events?</p>

Propose removal from agenda.

Notes from previous meetings:

Consensus from previous meeting discussion is: Current Scope is ok with consideration of philosophy stated below. However, most of the group (except for Lance and Mike) generally supports trying out AIMS again to handle some of the things above that would not be AMC responsibility.

What is next? This one complete? Convert this back to an AIMS task?

No input from Team...

Mike spoke with Rudy to see if there is a push to develop this issue: There is no push or pressure to resolve this but we do need to know the answer. First, follow the contract, remembering that contract is designed that whatever Maintenance has to do, the AMC does, unless specifically exempted in Scope language. Only very special activities (like painting bridges special color, special light installations, and hanging decorations) would not be considered part of AMC responsibilities. (Mark feels AIMS idea would address this). Second, Extra mowing/sweeping/litter cycles should be accomplished under the “take pride in your area and make sure to present Florida well”. This means we can’t force it, but most AMCs would certainly do it to for the good of their company and the AM program in general.

Do we need statement in Scope to somehow say above, or is current Scope ok? Jose suggests placing extra note or something on scope if certain events require lots of effort/resources. The topic of AIMS as a solution to those extra effort/outside of scope items. FDOT should be sure to provide a list of known events on the “info CD”. Michelle agrees with above. Mark votes that we should somehow compensate/reward AMC who step up and handle the big & unexpected events (like AIMS would do). Lance and Mike both feel Supplemental Agreements should be used instead of the AIMS concept but Mark, Jose, Michelle, Paul, and Chris all support the idea of AIMS.

This citizen input (in notes from previous meetings) was mentioned to FDOT Execs after they approached Office of Maintenance with a concern of Rest Area appearance during Holidays. Execs said they had not noticed such an issue with grass during Holidays so their concern was Rest Areas. Mike sent an e-mail out to Industry & DMEs & RESPECT to remind of consistent maintenance and encourage to take pride and to ensure they look very nice of next few Holidays even if must equip with extra materials and workers.

Input from a citizen: “Deduction of \$500 per mile for any section of roadway where grass is higher than 15 inches during a National Holiday weekend”

The issue is broken into two issues:

- a) Recurring, scheduled, known events. Examples include Bike Week, Spring Break, Strawberry Festival, and Jazz Festival.
- b) Unexpected, non-recurring, short time to prep event. Examples include Superbowl, Political Conferences, VIP Visits, and Campaign Speeches.

Mark mentioned AIMS (Authorized Imperative Maintenance Services) idea that has yet to be discussed / vetted. He briefly described the AIMS idea to the group. Basically it is a way for FDOT to pay AMC for something not really included in Scope, but we need to do it (like special event prep). Some of industry on Team expressed a like of the idea. Mike express some concern of possibility of it not being used properly/appropriately (like paying AMC for something that they should be doing anyway). Maria expressed concern that without this AIMS idea, it is hard for AMC to predict/bid events for next 7-10 years. Mark circulated the write-up of the AIMS idea to the Team.

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Area's Special Events to ensure that the asset is presentable (Superbowl or other Local Government/Department special events) - not MRP issue, but may be issue with AM – for recurring type events, OOM will recommend to Districts to try to spell out in contract how event prep will be handled best they can. For special events, to be discussed.

3. Roundtable / Open Discussion

Mark sent out new version on December 1st. Each SubCom member is to review Mark's QA/QC language before next meeting and send him comments. Looks like a total rewrite, but it really is just better/more clearly worded.

Notes from previous meeting:

Michelle suggests a group gather who have experienced using the QA/QC program. Mark thinks maybe too many unknowns by D3 at this time. Mark wants to finish rewrite process before presenting/discussing with others.

Mark Garcia – D5 thinking of putting out a contract for MOT (regular and emergency response). Should it be performance based or work doc driven? Work doc would be tricky to handle midnight emergencies but would work well for scheduled needs. Maybe contract could be a hybrid. Other states are starting to look at hybrid contracts. AMOTIA is looking into hybrid and may have some input on this topic.

New Memorandum being developed concerning Public Records laws applying to FDOT Contractors. Instead of public going straight to Contractors, they must work through FDOT, then FDOT goes to Contractors.

Where do we stand on QA/QC? That was a Fate 2. Mark Thomas rewrite/improvement of QA/QC language – says language is written, but table still in works. Mark will send draft language to Team for comments.

Some have noted inaccuracies of published Future Project list. Make accuracy and completeness of this document very important. Mention at DME meeting.

4. Next Subcommittee Meeting

Next Subcommittee meeting will be April 28th at 9:30 am.

850-414-4971

PIN:268411

5. Next Liaison Committee Meeting

On Monday, May 22nd, from 1:00 – 5:00, conjoined to and immediately before the 2017 FDOT Maintenance Conference. This will be a combination of the cancelled October 2016 Liaison and the normal May 2017 Liaison. (Broadspectrum has volunteered/been assigned to host and run and document the Liaison meeting).

6. Next AMOTIA Meeting

Septemeber 18th-20th in Savanna GA